

## Self-Advocacy Facilitation Grant

### Table of Contents

Section	Page
A) Purpose and Description of Services.....	2
B) Minimum Qualifications for Proposers .....	6
C) Instructions for Submitting CPDG Proposal .....	6
1) Timeline and Submission Information.....	6
2) Electronic Q&A.....	6
3) Funding of Projects.....	6
D) Requirements for Project Submission.....	13
1) Small Business Preference.....	13
E) Additional Proposal Information.....	13
1) Required Attachment Check List.....	14
2) Proposal/Proposer Certification Sheet.....	15
3) Sample Cost Proposal Work Sheet.....	17
4) Proposer References.....	18
5) Payee Data Record (STD 204)** available on the Internet at <a href="http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf">www.documents.dgs.ca.gov/osp/pdf/std204.pdf</a>	
6) Contractor's Certification Clauses (CCC) (page 1)** available on the Internet at <a href="http://www.ols.dgs.ca.gov/Standard+Language">www.ols.dgs.ca.gov/Standard+Language</a> .	
F) Proposal Review and Evaluation Criteria .....	

\*\*These documents are not required with the Proposal package but are required upon award of the contract.

## **A) PURPOSE AND DESCRIPTION OF SERVICES**

The purpose of this Request for Proposal (RFP) is to seek qualified proposers to support and advance the self-advocacy activities of the State Council on Developmental Disabilities (SCDD) specifically by providing facilitators and attendants for self-advocates who indicate such a need. Self-advocates associated with the Council participate in one or more of the following groups: the Statewide Self-Advocacy Network (SSAN), the Self-Advocate Advisory Committee (SAAC), the Employment First Committee (EFC) and the Council itself. The State Council on Developmental Disabilities (SCDD) is soliciting proposals that meet all of the criteria set forth in this RFP.

### **1. Background**

State Councils on Developmental Disabilities are funded by the Administration on Developmental Disabilities (ADD) under federal law 42 USC 15021 SEC. 121 to "engage in advocacy, capacity building, and systemic change activities that contribute to a coordinated, consumer- and family-centered , consumer- and family-directed, comprehensive system of community services, individualized supports, and other forms of assistance that enable individuals with developmental disabilities to exercise self-determination, be independent, be productive, and be integrated and included in all facets of community life."

State Councils on Developmental Disabilities (SCDD) are required to develop 5 year State Plans which identify goals and objectives to enhance and improve upon the quality of life enjoyed by individuals with developmental disabilities. This RFP is intended to fund a project that advances the Council's State Plan goals, as cited below:

California's 2012-2016 State Plan includes the following Goal #1:

Individuals with developmental disabilities have the information, skills, opportunities and support to advocate for their rights and services and to achieve self-determination, independence, productivity, integration and inclusion in all facets of community life.

Objective 1a) states:

The Council will promote the stability and expansion of a statewide self-advocacy network through financial and in-kind support, which includes ensuring that local delegates are able to participate effectively in statewide meetings and events.

Please refer to the complete State Plan ([add link here](#)) for additional objectives relating to self-advocacy.

## **2. Program Description**

The Contractor will be expected to provide facilitation and attendant services on request to participants in the following groups:

### **SSAN – Statewide Self-Advocacy Network**

SSAN was established in 2012 and is intended to position itself as the statewide developmental disability self-advocacy leadership organization. Currently, SSAN is supported by the SCDD but it is hoped that in the future, SSAN will become a freestanding independent nonprofit organization. It is composed of 22 self-advocates, which include representatives of the Council, the Council's 13 area boards, and related disability organizations. SSA meets quarterly for two day meetings in locations throughout the state. SSAN elects a Chair and Vice Chair who take leadership in planning and carrying out SSAN meetings. SSAN members are encouraged to work closely with and assume leadership roles amongst their local self-advocacy groups.

### **SAAC – Self-Advocacy Advisory Committee**

SAAC is a Committee of the SCDD. It meets six (6) times a year, on the day before the full Council meeting. SAAC is composed of all self-advocate members of the Council who wish to participate and any other individuals who wish to attend. Typically, SAAC includes 5-7 members. The SAAC reviews and advises the Council on policies and issues of concern to self-advocates. SAAC also serves as a venue where self-advocates review the Council's agenda for the next day meeting so as to better prepare to participate. Council materials may be adapted into plain language and PowerPoint in order to enhance comprehension. For further information on SAAC functions, please refer to the Council's Bylaws [www.scdd.ca.gov/res/docs/Bylaws\\_2012\\_Final.docx](http://www.scdd.ca.gov/res/docs/Bylaws_2012_Final.docx).

### **EFC – Employment First Committee**

EFC is a Committee of the Council. It is composed of a variety of governmental, nonprofit, and advocacy individuals all of whom have an interest in advancing employment opportunities for people with developmental disabilities. The EFC includes four (4) self-advocates. The EFC meets four (4) times a year. The self-advocates meet prior to each EFC meeting to review the agenda and materials so as to prepare to fully participate and contribute to the meeting.

### Facilitation Services

- ✓ Facilitation refers to a service wherein the facilitator aids a self-advocate to participate in a meaningful manner in meetings cited above. Facilitation may include these duties:.
- ✓ Interpretation of policy related information, either written or verbal, into a form that is more easily understood by the member.
- ✓ Providing, as necessary, an impartial analysis of the relevant issues. The analysis may include, but not necessarily be limited to, alternative positions and the implications and potential consequences for supporting or proposing any particular position. The intent is to provide the member with the knowledge necessary to make informed decisions. Assisting the member to effectively communicate both positions and questions on relevant issues.
- ✓ Support to accomplish other related tasks, such as making travel arrangements and scheduling committee activities on behalf of the member.
- ✓ Maintaining a calendar of SCDD related meetings and activities that the member must attend. This may include assistance with reconciling subsequent commitments.
- ✓ Providing transportation/travel arrangements for SCDD related meetings.
- ✓ Preparation prior to Council related meetings through review and interpretation of agenda items. Should the facilitator not understand an issue, she is responsible for obtaining any information necessary for clarification.
- ✓ Support during meetings through interpretation of actions or discussions on agenda items. As with preparing for the meeting, if the facilitator does not understand an issue, she is responsible for making sure that it is clarified.

### Attendant Services

Attendant service refers to assistance from others which compensate for a person's inability to independently perform activities of daily living. Services may include assistance with maintenance and hygiene, mobility and escort responsibilities, and to a lesser degree, assistance with related cognitive tasks.

Responsibilities of attendants include, but are not limited to, the following:

Assistance with personal maintenance and hygiene, which may include some or all of the following: dressing, grooming, eating, bathing, respiration equipment maintenance, and toilet functions such as bowel, bladder, catheter and menstrual tasks. Assistance assumes knowledge of the member's needs related to these tasks, and of other needs that may require only periodic assistance, such as what to do if the member experiences a seizure.

- ✓ Assisting the Council member with traveling to and from Council related activities.
- ✓ Assistance with mobility tasks, which may include helping the Council member to move from place to place within more confined settings than those which would be provided as travel/escort responsibilities. Examples could include movement from a meeting room to a local restaurant or from one chair to another.
- ✓ Assistance with some cognitive tasks, such as reading, money handling, making travel arrangements, simple clerical tasks, and some interpretation of difficult to understand information.

#### Description of Services Sought

Contractor will provide up to a maximum of 900 hours of facilitation or attendant services, provided on a one-on-one basis.

#### Training

Contractor shall provide adequate training for facilitators and attendants so they can competently carry out their responsibilities. Contractor shall meet with each self-advocate who requests facilitation and/or attendant services to determine their support needs. One component of the training shall include the self-advocate who will be matched with the facilitator/attendant to ensure that the self-advocate participates in defining his/her needs. No facilitator or attendant shall be assigned to or continue to serve a self-advocate if the self-advocate rejects the individual. Satisfaction with facilitator/attendant services shall be determined by the self-advocate receiving the service and the self-advocate shall direct the nature of facilitation/attendant support .

#### Registry of Facilitators/Attendants

Self-advocates shall have the right to refer individuals to serve as their facilitator or attendant. Contractor shall proactively place such individuals on the payroll unless the person clearly lacks the capacity to carry out the work functions or there are

extenuating circumstances that present a barrier. In such cases, contractor shall bring the matter to the attention of SCDD management for resolution.

#### Duration of Project

Grants awarded under this RFP Cycle 36 are for one year (October 1, 2013 - September 30, 2014) or may be submitted for a two year period, ending September 30, 2014 .The Council will evaluate the expenditure of funds and programmatic progress annually. Funding for the second year is subject to the availability of funds and the Council's evaluation of first year progress and outcomes.

### **B) MINIMUM QUALIFICATIONS FOR PROPOSERS**

Each proposer shall demonstrate substantial experience in delivering transition-related services to youth and/or adults with developmental disabilities. Proposers shall provide information regarding the qualifications of the proposer and all staff and/or consultants who will contribute to the project. The proposal shall include:

- ✓ An organizational chart, job descriptions, and qualifications, as applicable, (maximum 5 pages, plus specifically referenced resumes)
- ✓ A signed cover letter shall be included on company letterhead and attached to the front of the RFP response package. The signature on the cover letter shall be from the lead proposer or a duly authorized party representing the proposer and the proposer's proposal. At a minimum, the cover letter shall include the following statement:
- ✓ "We have carefully read and understand all the provisions in this RFP and agree to be bound by them. We fully read and reviewed the terms and conditions as stated in the State Contracting Requirements, attached to the RFP, and, that by submitting a response understands that this document represents the agreement that we will be expected to execute if we are successfully awarded a Cycle 35 CPDG from the SCDD." No deviations or exceptions to this statement shall be accepted or permitted.
- ✓ Proven history of partnering with and supporting self-advocates.
- ✓ Proven history of delivering quality facilitation and support services.
- ✓ All facilitators and attendants shall possess a valid California Driver's License and maintain the proper automobile insurance in accordance with California State law for the duration of this contract.
- ✓ Contractor will provide SCDD a copy of proof of insurance. All facilitators and attendants shall have a criminal background check and demonstrate a clean record.

## C) INSTRUCTIONS FOR COMPLETING CPDG PROPOSAL

### 1. Timelines and Submission Information

Proposal Deadline	by 5:00 p.m. on Monday , July 8, 2013
Council Action to Award Grant(s)	July 17, 2013
Public Notice	July 18, 2013
Protest Period	July 18--28, 2013
Award Notification (pending completion of protest period)	July 29, 2013
Anticipated Funding of Awarded Proposals to Begin	October 1, 2013

- ✓ The proposal must be complete and meet all of the requirements set forth in the proposal guidelines.
- ✓ Proposers are responsible for providing accurate, current, and complete information about their organization and proposed program/project.
- ✓ All decisions regarding proposals that are ultimately funded are the sole responsibility of SCDD. Therefore, submission of all required documentation must be submitted and completed in the manner outlined in this proposal packet.
- ✓ SCDD reserves the right to amend guidelines by addendum, but no later than ten days prior to the submission deadline date.
- ✓ Two copy ready applications, including all the required documentation must be received by May 1, 2013 at 5:00 p.m. Any proposals received after May 1, 2013 regardless of the postmarked date, will be returned to the proposer, and will not proceed through the evaluation process.
- ✓ SCDD does not accept faxing or e-mailing of any documents pertaining to the completed application.
- ✓ The proposals selected for funding will be at the sole discretion of SCDD.
- ✓ Prior to posting the "Notice of Intent to Award Contracts" and during the protest period all proposals will be designated confidential to the extent permitted by the California Public Records Act. After the protest period ends, all proposals received will be regarded as public record. Any language purporting to render all or any portion of the proposals confidential shall be regarded, as non-effective and the proposal will be rejected.
- ✓ SCDD staff will not provide written or oral debriefings to unsuccessful applicants.

- ✓ The proposal package should be prepared in the least expensive method.
- ✓ All proposals must be submitted under sealed cover and sent to State Council on Developmental Disabilities by dates and times shown in Section C (a), Timelines and Submission Information on page 6.
- ✓ The original proposal must be marked "ORIGINAL COPY". All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package.
- ✓ The proposal envelopes must be plainly marked with the RFP number and title, your firm name and address, and must be marked with "**DO NOT OPEN**", as shown in the following example:

State Council on Developmental Disabilities  
 1507 21st Street, Suite 210  
 Sacramento, CA 95811  
 Attention: Kristie Allensworth  
**DO NOT OPEN**

- ✓ If the proposal is made under a fictitious name or business title, the actual legal name of proposer must be provided.
- ✓ Proposals not submitted under sealed cover and marked as indicated may be rejected.
- ✓ Proposals must be submitted for the performance of all the services described herein  
 any deviation from the work specifications will not be considered and will cause a proposal to be rejected.
- ✓ A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. SCDD may reject any or all proposals and may waive any immaterial deviation in a proposal. SCDD's waiver of immaterial deviation shall in no way modify the RFP or excuse the proposer from full compliance with all requirements.
- ✓ Costs incurred for developing proposals and in anticipation of award of agreement contract are entirely the responsibility of the proposer and shall not be charged to the State of California.
- ✓ An individual who is authorized to bind the proposing firm contractually shall sign the Attachment 2, Proposal/Proposer Certification Sheet, page 27 . The signature must indicate the title or position that the individual holds in



the firm. Unsigned proposals may be rejected.

- ✓ All proposals are to be complete when submitted. However, an entire proposal may be withdrawn and the Proposer may resubmit a new proposal prior to Proposal Due Date. Proposal modifications offered in any other manner, oral or written, will not be considered.
- ✓ SCDD may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.
- ✓ SCDD reserves the right to reject all proposals. The agency is not required to award an agreement
- ✓ Before submitting a proposal, proposers should review, correct all errors and confirm compliance with the RFP requirements.
- ✓ Where applicable, proposer should carefully examine work sites and specifications. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
- ✓ SCDD does not accept alternate contract language from a prospective contractor. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
- ✓ No oral understanding or agreement shall be binding on either party.

## **2. Electronic Questions and Answers for this RFP**

For the purpose of discussing questions or concerns regarding this RFP, e-mails may be sent to Kristie Allensworth, any time before and up June 19, 2013. Send your e-mails to kristie.allensworth@scdd.ca.gov. In order to ensure fairness, all questions regarding this RFP will be shared via e-mail with each person, agency or organization requesting RFP packets. Answers to questions will be sent to prospective proposers on or before June 26, 2013. Persons requesting RFPs shall provide their email address at the time of their request to Kristie Allensworth in order to ensure receipt of all questions and responses.

## **D. FUNDING OF PROJECTS**

**SCDD has available a maximum of \$30,000 for this grant.**

Funding is contingent on the SCDD's receipt of sufficient federal funds. After the announcement of a grant award, changes in the level of federal appropriations received by SCDD may result in the reduction of funds or withdrawal of some or all funded proposals. SCDD assumes no responsibility for costs incurred by the applicant for the completion or submission of a proposal.

SCDD reserves the right to accept or reject any or all proposals received as a result of the request, to negotiate with any qualified entity, or to modify or cancel, in part, or in its entirety, these guidelines if it is in the best interest of SCDD to do so.

SCDD may reduce the allocation request in any proposal. If the proposal amount is reduced, the applicant will be asked if they would like to proceed with the process. If applicant wishes to proceed, a revised budget will be required with the new allocation amount.

Successful grantees will submit all invoices in arrears. Prior to executing the contract, successful grantees must be able to provide assurances that they are financially able to meet expenditures until approved reimbursement is received.

## **E. REQUIREMENTS FOR PROJECT SUBMISSION**

### Components of Submission

- ✓ Cover Letter, Cover Page and Table of Contents
- ✓ All proposals shall contain a cover letter,
- ✓ A table of contents is required and shall include all sections identified with all pages clearly and consecutively numbered.

## **F. ADDITIONAL PROPOSAL INFORMATION**

### Disposition of Proposals

Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public. Proposal packages may be returned only at the proposer's expense, unless such expense is waived by SCDD.

### Agreement Execution and Performance

Service shall start not later than 60 days, or on the express date set by SCDD and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, SCDD, upon five(5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's Proposal price and the actual cost of performing work by another contractor.

#### Verification of Proper Information

By submitting a proposal, proposers agree to authorize SCDD to:

- ✓ Verify any and all claims made by the proposer including, but not limited to verification of prior experience and the possession of other qualification requirements; and
- ✓ Check any reference identified by a proposer or other resources known by SCDD to confirm the proposer's business integrity and history of providing effective, efficient and timely services.

Proposals that contain false or misleading statements, or provide references, that do not support a claim by the proposer, may be rejected. If a proposer's claims on the Required Attachment/Certification Checklist cannot be verified to SCDD's satisfaction, the proposal will be deemed nonresponsive and rejected from further consideration.

#### SCDD rights

In addition to the rights discussed elsewhere in this RFP, SCDD reserves the following rights:

#### RFP Changes

SCDD reserves the right to do any of the following up to the proposal submission deadline:

- ✓ Modify any date or deadline appearing in this RFP or the RFP Time Schedule.
- ✓ Issue clarification notices, Addenda, alternate RFP instructions, forms, etc.
- ✓ Waive any RFP requirement or instructions for all proposers if SCDD determines that the requirement or instruction was unnecessary, erroneous or unreasonable.
- ✓ Allow proposers to submit questions about any RFP change, correction or Addenda. If SCDD allows such questions, specific instructions will appear in the cover letter accompanying the document.

### Collect Information from Proposers

If deemed necessary, SCDD may request a proposer to submit additional documentation during or after the proposal review and evaluation process. SCDD will advise proposers orally, by fax, email, or in writing of the documentation that is required and the time line for submitting the documentation. SCDD will follow-up oral instructions in writing by fax, email, or mail. Failure to submit the required documentation by the date and time indicated may cause SCDD to deem a proposal nonresponsive.

SCDD, at its sole discretion, reserves the right to collect, by mail, email, fax or other method; the following omitted documentation and/or additional information:

1. Signed copies of any form submitted without a signature.
2. Data or documentation omitted from any submitted RFP attachment form.
3. Information/material needed to clarify or confirm certifications or claims made by a proposer.
4. Information/material or form needed to correct or remedy an immaterial defect in a proposal.

The collection of proposer documentation may cause SCDD to extend the date for posting the Notice of Intent to Award. If SCDD changes the posting date, SCDD will advise the proposers, orally, via email, or in writing, of the alternate posting date.

### Right to Remedy Errors

SCDD reserves the right to remedy errors caused by:

- ✓ SCDD office equipment malfunctions or negligence by agency staff,
- ✓ Natural disasters (i.e., floods, fires, earthquakes, etc.).
- ✓ Any other catastrophic event beyond SCDD's control.
- ✓ Waive any RFP requirement or instruction for proposers if SCDD determines that the requirement or instruction was unnecessary, erroneous or unreasonable.

### No contract award or RFP cancellation

The issuance of this RFP does not constitute a commitment by SCDD to award a contract. SCDD reserves the right to reject all proposals and to cancel this RFP if it is in the best interests of SCDD to do so.

### Contract amendments after award

The SCDD reserves the right to amend the contract after SCDD makes a contract award.

#### Staffing changes after contract award

SCDD reserves the right to approve or disapprove changes in key personnel that occur after SCDD awards the contract.

#### Withdrawal and/or Resubmission of Proposals

A proposer may withdraw a proposal at any time before the proposal submission deadline.

#### Submitting a withdrawal request

Submit a written withdrawal request, signed by an authorized representative of the proposer. An originally signed withdrawal request is generally required before SCDD will return a proposal to a proposer. SCDD may grant an exception if the proposer informs SCDD that a new or replacement proposal will immediately follow the withdrawal.

#### Resubmitting a proposal

After withdrawing a proposal, proposers may resubmit a new proposal according to the proposal submission instructions. Replacement proposals must be received at the stated place of delivery by the proposal due date and time.

### **G. PROPOSAL REVIEW AND EVALUATION CRITERIA**

At the time of proposal opening, each proposal will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP.

Proposals that are incomplete or contain false or misleading statements will be rejected.

The proposals that meet the minimum qualifications will be evaluated and scored according to the criteria indicated below.

#### Criteria for Program Evaluation

A scoring system will be used during the program evaluation process to rank proposals. A maximum total of 100 points per reviewer will be awarded based on the following criteria:

1. Extent to which the applicant has experience, knowledge, and

- demonstrates the ability to accomplish what is being proposed (60 points);
2. Demonstrates sound methodology with appropriate timeframes for meeting project goals and objectives. Has a timely and reasonable work plan for meeting goals and objectives (20 points);
  3. Extent to which proposer demonstrates a commitment and the ability to grow the self-advocacy movement in California (10 points)
  4. Extent to which the budget is reasonable and appropriate for accomplishing the objectives of the proposal (10 points) ;

## **H. AWARD AND PROTEST**

Notice of the proposed award shall be posted in the lobby of SCDD, located at 1507 21st Street, Suite 210, Sacramento, CA 95811, for 5 working days prior to awarding the agreement.

If any proposer, prior to the award of agreement, files a protest with SCDD at 1507 21st Street, Suite 210, Sacramento, CA 95814, on the grounds that the (protesting) proposer would have been awarded the contract had the agency correctly applied the evaluation standard in the RFP, or if the agency followed the evaluation and scoring methods in the RFP, the agreement shall not be awarded until either the protest has been withdrawn or SCDD has decided the matter. It is recommended that any protest be submitted by certified or registered mail.

Upon resolution of the protest and award of the agreement, the contractor must complete and submit to the awarding agency the Payee Data Record (STD 204), to determine if the contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found on the Internet at [www.osp.dgs.ca.gov](http://www.osp.dgs.ca.gov) under the heading FORMS MANAGEMENT CENTER. No payment shall be made unless a completed STD 204 has been returned to the awarding agency.

Upon resolution of the protest and award of the agreement, Contractor must sign and submit to the awarding agency, page one (1) of the Contractor Certification Clauses (CCC), which can be found on the Internet at [www.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts) .

## **I. ALLOWABLE AND NON-ALLOWABLE CPDG GRANT COSTS**

The purpose of the CPDG program is to provide resources necessary to initiate new programs that are creative, needed and innovative for people with developmental disabilities and their families. These funds may not be used to purchase goods or services for which another funding source is available, or to supplant existing funding. Proposal

budgets should include all necessary expenses for the applicant to complete their project/program.

Each line item in the budget will be reviewed by SCDD to determine whether it is allowable and reasonable. SCDD reserves the right to request a revised budget. The following list contains examples of allowable and non-allowable CPDG contract expenditures.

- ✓ Funds cannot be used to purchase real property.
- ✓ Funds cannot be used to purchase childcare vouchers
- ✓ Funds may be used to modify facilities to meet fire and life safety requirements of the Fire Marshall and/or the local licensing agency. The applicant will be required to submit three bids for any facility modifications.
- ✓ Rent for an office and/or facility is a reimbursable expense, as long as staff funded through the grant is working from the office/facility. The rent should not exceed the rental rates for an equivalent size facility in the geographical area.

Any equipment purchased from funds under the terms of this contract is the property of the State Council on Developmental Disabilities. For purposes of CPDG, equipment is considered any item purchased by the contractor that has a unit acquisition cost of at least \$1,000 or a normal useful life of at least three years. The contract must include a detailed inventory of any equipment purchased with CPDG funds. The contractor shall provide a final project equipment inventory to SCDD. This inventory list must accompany the project's final progress report and is due within 45 days of the end of the contract.

A written request to purchase equipment is required by the contractor prior to reimbursement for any articles, supplies or equipment exceeding \$1,000 in cost. A written justification request, including the purpose for the purchase and reasonableness of the cost is required prior to authorizing purchases.

Equipment may be leased; however, it may not be leased with an option to purchase. The contractor shall provide SCDD with copies of lease agreements for equipment leased during the contract period.

Examples of equipment that may not be purchased or purchased only with prior approval include:

- ✓ Motor vehicles may not be purchased. They may be leased during the contract period.
- ✓ Computers may only be purchased with prior approval from SCDD.
- ✓ Fax machines, VCR, camcorders, and digital cameras may only be purchased with prior approval from SCDD

- ✓ Copy machines may not be purchased. However, they may be leased during the contract period.
- ✓ Wall-to-wall carpeting is non-allowable. However, area rugs may be purchased.
- ✓ Any equipment item that is attached to a facility or vehicle, which cannot be removed in usable condition of the facility or vehicle ease to serve persons with developmental disabilities is non-allowable.
- ✓ As a general rule, it can be assumed that equipment with a value under \$1000 will be amortized and no longer property of the State after three years.
- ✓ For purposes of CPDG, equipment item costs must be considered in terms of the end usable product, e.g., a bed is considered the sum of the cost of the mattress, box springs and frame. Applicants should contact SCDD on specific issues concerning items over \$1000.
- ✓ Funds cannot be used for modifications that are solely aesthetic in nature or are not necessary to meet fire and life safety requirements.
- ✓ CPDG funds shall not be used to purchase food for participants at CPDG sponsored conferences, trainings, seminars or workshops, however can be used for registration fees.

### **Supplies:**

- ✓ Only reasonable, necessary, and allowable costs incurred for "supplies to carry out this contract agreement may be billed to SCDD in accordance with the contract agreement and applicable federal regulation cost principles, subject to the non- allowable items
- ✓ General office supplies (e.g., paper, pens, etc.) must be purchased only in amounts reasonably expected to be utilized during the term of and in the performance of the contract agreement.
- ✓ Title to all supplies rest with the contractor upon acquisition. All supplies used shall not be included as depreciable equipment/property.
- ✓ The contractor must properly account for the supply items purchased with federal funds regarding the usage and disposition of inventory



requirements as applicable to their organization. (34 CFR 74.35 or 34 CFR 80.33)

- ✓ For any purchase of a supply item with a useful life of more than one year (i.e., computers, printers, laptops, software, fax machines), the following shall be provided:
- ✓ A general description of the purchase or expected purchase must be written in the budget narrative, to include an explanation to why items are necessary for the provisions of services in the contract. Note: Prior authorization is required for any purchase order exceeding \$2,500 subject to the necessity or desirability of incurring such cost. (SCM 3.17.2 D)
- ✓ If the supply item is initially budgeted in the contract agreement, the purchase should occur as soon as possible so that item can be used effectively during the term of the contract agreement.
- ✓ If the supply item is used for multiple programs, the contractor must determine an appropriate allocation of the purchase cost billable to the contract agreement based on the usage between the programs.
- ✓ If the supply item did not initially get budgeted into the current contract agreement, the budget narrative must be amended to include the supply item being purchased and submitted as a contract amendment for approval to the SCDD contract officer.

#### Travel and Per Diem Rates Information

If your proposal has a travel and/or mileage line item, you must be knowledgeable on the contract terms regarding travel and per diem. All travel expenses and per diem rates paid to its employees for expenses incurred for contract services can only be reimbursed by SCDD for actual costs not to exceed the Department of Personnel Administration (DPA) designated rates. Further, no expense for travel outside of the State of California shall be reimbursed.

The State's travel and per diem rates may change periodically; therefore, these rates will not be specifically identified in the contract. To obtain the most current travel and per diem rates go to the DPA website at <http://www.dpa.ca.gov/jobinfo/statetravel.shtml>

If the organization's travel and per diem rates exceed the DPA rates, the contractor must compute the allowable Travel and/or Mileage costs using the DPA rates in order to identify the expenses to invoice SCDD. The computation worksheet must be retained to support the invoiced expenses.

To facilitate consistent processing within your organization's internal control policies, contract staff should utilize existing travel/mileage claim forms approved for use by all organization employees. To support the travel/per diem expenses submitted to SCDD under the contract, the expenses must be properly supported by documentation that includes at least the following elements:

- ✓ Basic travel/mileage claim information and supporting receipts (dates of travel, destination, mileage, meal costs, airfare costs, etc.) in accordance with your organization's travel policies and procedures.
- ✓ Sufficient adequate detail of travel purpose which supports reimbursements for the performance of services as defined in the contract scope of work, including the contract service and a listing of the specific consumers and/or other/additional information, as applicable, for which the travel or mileage expenses were incurred (either on the travel/mileage claim form or an alternative supporting document that is maintained separate from the travel claim by the program administrator).
- ✓ Travel and/or mileage costs invoiced to SCDD must be consistent with the organization's travel policy and/or DPA rates, and submitted on the correct contract budget line item consistent with above requirements.
- ✓ Documentation of the allocation of travel/mileage costs to the appropriate programs/funding sources in the accounting records.
- ✓ Consultants' rates must conform to 1) the Schedule of Maximum Allowances for positions covered by that schedule; 2) comparable state civil service positions; or if the above are not applicable, 3) to the going rate for similar work outside state service.
- ✓ Costs related to disseminating information about project outcomes can only be included in the funding request if this expense is to be incurred during the term of the contract period.
- ✓ No staff person can be committed to more than 100% of that person's time. SCDD reserves the right to verify and determine reasonableness of staff time committed to other jobs/projects.
- ✓ Code of Federal Regulations cost principles also includes additional non-allowable le expenses that may not be included in this section.

## **J. CPDG/STATE CONTRACTING REQUIREMENTS/PROVISIONS**

This section contains the standard agreement language that pertain to services and budgetary/payment provision requirements in the CPDG contract. Provisions in the contract are subject to change.

Scope of Work - Contractor agrees to do the following:

- ✓ Provide SCDD with the services as described in the proposal.
- ✓ Monitor and report all fiscal expenditures and program activities to ensure contract compliance.
- ✓ Invoicing and Payment - The maximum amount payable under this agreement shall not exceed the amount awarded by SCDD. The contract language shall include the contract amount, the services that will be provided, and the dates the contract's beginning and ending dates.
- ✓ For services satisfactorily rendered , and upon receipt and approval of the invoice(s), and progress and outcome report(s) for the period covered, SCDD agrees to reimburse the Contractor for said services in accordance with Attachment 5, Budget.
- ✓ Invoices shall be submitted on the Invoice Form provided by SCDD. All invoices must be submitted with a progress report. Invoices shall be submitted not more frequently than monthly or less than quarterly in arrears to:

Kristie Allensworth  
California State Council on Developmental  
1507 21st Street, Suite 210  
Sacramento, CA 95811

- ✓ Progress reports are to be submitted using the SCDD web-based reporting program, DD Suite and must be current for SCDD to process an invoice. SCDD will provide the contractor with access to DD Suite. SCDD will not process the final invoice until all Progress and Outcome reports, and items/products listed in the contract have been received by SCDD.

State Budget Contingency Clause

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this contract does not appropriate sufficient funds for the program, this contract shall be of no further force and effect. In this event, SCDD shall have no liability to pay any funds whatsoever to Contractor or to furnish any other

considerations under this contract and Contractor shall not be obligated to perform any provisions of this contract.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, SCDD shall have the option to either cancel this contract with no liability occurring to SCDD, or offer a contract amendment to Contractor to reflect the reduced amount.

#### Contracts with Federal Funds

It is mutually understood between the parties that this contract may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.

This contract is valid and enforceable only if the United States Government makes sufficient funds available to SCDD, for the term of this contract and for the purposes of this proposal. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this contract in any manner.

It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

By notification in writing, either party has the option to void the contract under the 30-day cancellation clause or amend the contract to reflect any reduction of funds.

#### Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

#### Review

SCDD or acting agent reserves the right to review service levels and billing procedures as they impact charges against this contract.

#### Final Billing

Final billing, reports, and products for services must be received by SCDD within 45 days following the end of the contract.

#### Funding Source

Contractor agrees it shall not bill any other funding source for the services provided

to consumers funded under this contract.

### Contract Budget Changes

Contractor shall request in writing to SCDD all proposed transfers between individual line items and additions or deletions of line items. Such requests shall contain an explanation of the need for the changes, identification of the line items to be changed and a revised Budget. Any changes cannot be made prior to SCDD written approval. SCDD reserves the right to deny any request for line item transfers, additions or deletions. Contractor understands that in no event shall the maximum amount payable exceed the maximum amount specified in this contract. The program element of the contract is approved by SCDD, any budget changes request that will change the program element will not be approved.

### Expenditure Restrictions

Notwithstanding any terms to the contrary, no provision of the contract shall be interpreted to authorize expenditures or reimbursements for items not strictly in conformance with appropriate state or federal guidelines.

Department of General Services requires that SCDD provide "Exhibit C. General Terms and Conditions" language to be included as part of the Standard Agreement contract. Proposers must review this document to ensure that they will be able to comply with the requirements. The exhibit is available on the Internet at [www.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts) and may be downloaded and printed for your files. If you do not have Internet capabilities, please contact SCDD for a hard copy of the document.

### Dispute Provisions

If the contractor disputes a decision of the Contract Manager regarding the performance of this contract or on other issues for which the Contract Manager is authorized, by this contract, to make a binding decision, the contractor shall provide written dispute notice to Contract Manager within fifteen (15) calendar days after the date of the action. The written dispute notice shall contain the following information:

The decision under dispute; The reason(s) contractor disputes the decision of the Contract Manager (if applicable, reference pertinent contract provisions); Identification of all documents and substance of all oral communication which support contractor's position; and the dollar amount in dispute, if applicable.

Upon receipt of the written dispute notice, SCDD's Executive Director will examine the matter and issue a written decision to the contractor within twenty (20) working days. The decision of the Executive Director shall contain the following information:

- a) A description of the dispute;
- b) A reference to pertinent contract provisions, if applicable;
- c) A statement of the factual areas of agreement or disagreement;

- d) Proposal a possible resolution to the dispute; and
- e) Provide a final decision regarding the dispute.

The decision of SCDD's Executive Director shall be final unless, within thirty - (30) calendar days from the date of receipt of the decision, the contractor files with the California State Council on Developmental Disabilities a notice of appeal, in accordance with Title 1, California Code of Regulations, Section 251, et. Seq., and addressed to:

Attention: Chairperson, Executive Committee California State Council on  
Developmental Disabilities 1507 21st -street, Suite 210  
Sacramento, CA 95811

Pending resolution of any dispute, the contractor shall diligently continue all contract work and comply with all of the representative's orders and directions. The decision of SCDD or its designee shall be final.

#### Termination of Contract

The contract may be terminated with or/without cause by SCDD or the contractor, upon providing a 30-day written notice to the other party. If the contract is terminated prior to completion any/all equipment purchased through this contract will be returned to SCDD.

#### Debarment and Suspension

For federally funded contracts in the amount of \$100,000 or more, the contractor agrees to certify that he/she and their principals are not debarred or suspended from federal financial assistance programs and activities . The contractor agrees to sign and return to SCDD the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Transactions." If applicable, a copy of this form is being forwarded to the Contractor with this contract. (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17).

#### Certification Regarding Lobbying

For contracts with contractors who are State entities not under the authority of the Governor, or cities, private firms or agencies that are receiving in excess of \$100,000 in federal funds from SCDD to perform services, the contractor agrees to sign and submit to SCDD the 'Certification Regarding Lobbying' form with this contract. (Section 1352, Title 31 of the U.S. Code).

#### Patents and Copyrights

The contractor agrees that any and all products or any other object or deliverable produced under this contract are the property of SCDD. Reproduction of these products, objects , or deliverables cannot be made without the express written

approval of SCDD. Credit for these deliverables will be acknowledged as follows:  
"This Product was made possible by funding from the California State Council on Developmental Disabilities awarded to (insert provider's name) Copyright California State Council on Developmental Disabilities. All Rights Reserved." Anything produced pursuant to this contract that may be patented or copyrighted is the sole property of SCDD whether or not a patent or copyright is applied for or received by any other party or person.

### Subcontractors

If contractor proposes to subcontract, any services required under this contract, the contractor shall submit any such proposal/MOU/contracts to the Contract Manager for review and written approval prior to initiation of the work by the subcontractor. Notwithstanding any subcontracting permitted by SCDD, the contractor shall be solely liable for any failure of performance required by this contract. All subcontractors shall be required by contractor to meet or exceed any and all provisions of this contract.

### Insurance Requirements

Prior to the contract approval, the contractor, other than a self-insured public entity , shall furnish to SCDD, Certificate(s) of Insurance stating that there is liability insurance presently in effect covering all of contract's activities under this contract as appropriate of not less than \$1,000,000 per occurrence. The Certificate of Insurance will provide that:

The insurer will not cancel the insured's coverage without thirty-day (30) prior written notice to SCDD. SCDD, the Federal Administration on Developmental Disabilities, its officers , employees, and agents are included as additional named insureds, but only insofar as the operations under this contract are concerned.

Contractor agrees that the liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, the contractor agrees to provide at least thirty (30) days prior to said expiration date a new Certificate of Insurance evidencing insurance coverage as provided herein for not less than one (1) year. In the event the contractor fails to keep in effect at all times insurance coverage as herein provided, SCDD may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event. The contractor expressly agrees that it shall carry all other forms of insurance as appropriate to its operations or as required by law, such as but not limited to Workers' Compensation Insurance.

### Reporting Requirements

Contractor shall agree to the following reporting requirements:

Submission of written monthly or quarterly progress reports, using DD Suite . These reports shall include, but not be limited to: whether the project is on schedule, address issues related to project operations and supervision, and afford opportunities for airing difficulties or special problems encountered so that remedies can be developed quickly. SCDD reserves the right to withhold payment on invoices submitted until an acceptable report is received;

Submission of a written final report in a format and manner prescribed by SCDD, within 45 days after contract completion or termination. This final report shall include but not be limited to a camera-ready or master copy of any materials covered under Item 7 developed in the performance of this contract and shall be comprehensive and include problems and solutions encountered during the contract term; and submission of other reports as may be required by SCDD.

### Project Change

Contractor shall immediately notify SCDD when any part of the contract becomes inoperative or requires change(s). Contractor may submit a written request to SCDD for a change(s) in the project, but shall not implement any changes prior to written SCDD approval in accordance with this contract, state laws, federal laws, policies, and procedures including the approval of the Department of General Services if required. Such request shall include, but not be limited to, a complete justification and description of how the change(s) will affect the program as outlined in the contract and the intended outcomes. SCDD reserves the right to deny any such request for change(s). Under no circumstances can the budget changes exceed the total amount of the contract authorized by SCDD.

### Project Evaluation

Evaluation of the project shall be in accordance with procedures established by SCDD.

### Software Certification

If applicable, Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

## **K. RESTRICTIONS ON OUTSIDE EMPLOYMENT OF STATE EMPLOYEES**

### Current State Employees

No officer or employee in the state civil service or other appointed state official shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or in which the officer or employee has a financial interest and which is sponsored and/or funded by any state agency or department



through or by a state contract unless the employment, activity, or enterprise is required as a condition of other officer's or employee's regular state employment. No officer or employee in the state civil service shall contract on his or her own individual behalf as an independent contractor with any state agency to provide services or goods. (Public Contract Code 10411)

#### Former State Employees

No retired, dismissed, separated, or formerly employed person of any state agency or department employed under the state civil service or otherwise appointed to serve in state government may enter into a contract in which he or she is engaged in any of the negotiations, transactions, planning, arrangements, or any part of decision-making relevant to the contract while employed in any capacity by any state agency or department. The prohibition of this subdivision shall apply to a person only during the two-year period beginning on the date the person left state employment.

For a period of 12 months following the date of his or her retirement, dismissal, or separation from state service, no person employed under state civil service or otherwise appointed to serve in state government may enter into a contract with any state agency, if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her retirement, dismissal, or separation. The prohibition of this subdivision shall not apply to a contract requiring the person's services as an expert witness in a civil case or to a contract for the continuation of an attorney's services on a matter he or she was involved with prior to leaving state service. (Public Contract Code 10411)

#### Conflict with Present State Employees

A state officer or employee shall not engage in any employment, activity, or enterprise which is clearly inconsistent, incompatible, in conflict with, or inimical to his or her duties as a state officer or employee. (Government Code 19990)

### **L. REQUIRED ATTACHMENTS**

A complete proposal or proposal package will include the following items as attachments. Complete this checklist to confirm the items in your proposal. Place a check mark or "X" next to each item that you are submitting to the State. For your proposal to be responsive, all required attachments must be returned. This checklist should be returned with your proposal package also.

## **ATTACHMENT 1**

### **REQUIRED ATTACHMENT CHECK LIST**

A complete proposal or proposal package will consist of the items identified below. Complete this checklist to confirm the items in your proposal. Place a check mark or "X" next to each item that you are submitting to the State. For your proposal to be responsive, all required attachments must be returned. This checklist should be returned with your proposal package also.

<b><u>Attachment</u></b>	<b><u>Attachment Name/Description</u></b>
_____ Attachment 1	Required Attachment Check List
_____ Attachment 2	Proposal/Proposer Certification Sheet
_____ Attachment 3	Cost Sheet
_____ Attachment 4	Proposer References
_____ Attachment 5	Payee Data Record (STD 204) The Payee Data Record can be found on the internet at: <a href="http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf">www.documents.dgs.ca.gov/osp/pdf/std204.pdf</a> .

\_\_\_\_\_ Attachment 6

Contractor Certification Clauses (CCC). The CCC can be found on the Internet at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

## ATTACHMENT 2 ROPOSAL/PROPOSER CERTIFICATION SHEET

This Proposal/Proposer Certification Sheet must be signed and returned along with all the "required attachments" as an entire package in duplicate with original signatures. The proposal must be transmitted in a sealed envelope in accordance with RFP instructions.

**Do not return Section C, Proposal Requirements and Information (pages 3 through 11) of this RFP.**

### For RFP Primary Only:

- A. Our all-inclusive cost proposal is submitted in a sealed envelope marked "**Cost Proposal - Do Not Open**".
- B. Place all required attachments behind this certification sheet.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

### **An Unsigned Proposal/Proposer Certification Sheet May Be Cause For Rejection**

1. Company Name	2. Telephone Number (     )	2a. Fax Number (     )
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Proposer's Name (Print)	11. Title	
12. <b>Signature</b>	13. Date	
<div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <p>14. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:</p> <p>a. California Small Business Enterprise</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, enter certification number: _____</p> </div> <div style="width: 48%;"> <p>b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, enter your service code below: _____</p> </div> </div> <p><b>NOTE:</b> A copy of your Certification is required to be included if either of the above items is Date application was submitted to OSBCR, if an application is</p>		

**ATTACHMENT 2 (Cont.)**

**Completion Instructions for Proposal/Proposer Certification Sheet**

Complete the numbered items on the

Proposal/Proposer Certification Sheet by following the instructions below.

Item Number s	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
10,11 12, 13,	Must be completed. These items are self-explanatory.
14	If certified as a California Small Business, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

### ATTACHMENT 3

#### SAMPLE COST PROPOSAL WORKSHEET

SAMPLE BUDGET FOR March 2012– October 2014

Line Item	2011- 2012	2012- 2013	2013- 2014	Total
<b>A. Personnel Services</b>				
Salaries hours x hourly rate				
(list all staff)				
Temporary Help				
Staff Benefits				
<b>Total Personnel Services</b>				
<b>B. Consultants/Subcontractors</b>				
(Costs Itemized)				
<b>Total Subcontractors</b>				
<b>C. Travel Costs</b>				
Travel related to contract				
<b>Total Travel Costs</b>				
<b>D. Operating Costs</b> (Not included in Administrative Overhead E.)				
(Itemize per line item)				
<b>Total Operating Costs</b>				
<b>E. Administrative Overhead</b>				
<b>TOTAL CONTRACT</b>				

## **ATTACHMENT 4**

### **PROPOSER REFERENCES**

Submission of this attachment is **mandatory**. Failure to complete and return this attachment with your proposal **will** cause your proposal to be rejected and deemed nonresponsive.

List below three references of similar types of services performed within the last five years. If three references cannot be provided, please explain why on an attached sheet of paper.

#### **REFERENCE 1**

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

#### **REFERENCE 2**

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

#### **REFERENCE 3**

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			



This page intentionally left blank